

AGREEMENT

AGREEMENT made this 18th day of September, 2001 by and between the **TOWN OF LINCOLN**, a municipal corporation organized under the laws of the State of Rhode Island (hereinafter referred to as "Town") and **BURRILLVILLE RACING ASSOCIATION, INC.**, d/b/a **LINCOLN PARK** (hereinafter referred to as "Park").

WITNESSETH:

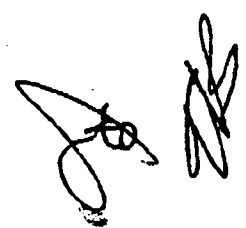
Whereas, the parties hereto have agreed to settle certain differences that have arisen between the parties regarding the operation of the Park; and

Whereas, Lincoln and the Park deem it in their best interests to resolve the matters pending between them;

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR and other mutual and valuable consideration paid to Lincoln by the Park and further based upon the mutual promises contained herein, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

Upon the passage by the Lincoln Town Council of the Amendment to the Zoning Ordinance regarding the Park as its September 18, 2001 meeting and after all appeal periods have expired, the Park shall:

1. Dismiss any and all litigation filed by the Park against Town, including but not limited to MP 98-6340, PC 99-6440, CA 94-6837, MP 98-2563 and any and all other litigation cases filed against the Town by the Park, with prejudice, no interest, costs or attorneys fees and the Park and Town shall immediately execute Stipulation evidencing same.
2. The Park shall construct, at its sole cost and expense, a baseball field substantially consistent with the rendering previously forwarded to the Town and shall enter into a Lease Agreement with the Town, in form and substance approved by the parties' respective legal counsel, for a period of not less than fifty (50) years.



3. The Park shall construct, at its sole cost and expense, a soccer field consistent with the representations previously made to the Town and shall enter into a Lease Agreement with the Town, in form and substance approved by the parties' respective legal counsel, for a period of not less than fifty (50) years.

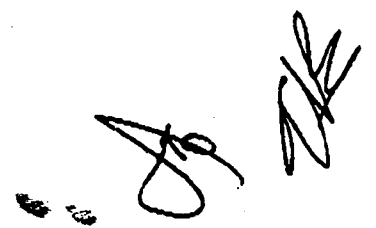
4. The Park shall proceed in a diligent and expeditious manner to complete the construction of the fields as set forth in paragraphs 2 and 3 above.

5. The Park shall execute a separate agreement which shall be recorded in the Land Evidence Records of the Town of Lincoln which expressly forever waives its right to operate any and all "Casino type" table games, including but not limited to, Blackjack, Poker and any and all Card Games, Roulette, Baccarat and/or Dice Tables, even if federal and/or state statutes are enacted which would allow such forms of gambling. Provided, however, that the Park may petition the Town for the right to operate any and all "Casino Type" table games, including but not limited to, Blackjack, Poker and any and all Card Games, Roulette, Baccarat and/or Dice Tables, if federal and/or state statutes are enacted which would allow such forms of gambling.

6. The Park shall execute a separate agreement to be recorded in the Land Evidence Records of the Town of Lincoln which it forever waives its right to operate any and all "Coin Drop Type" video terminals and/or slot machines, unless implementation of "Coin Drop Type" video terminals and/or slot machines is approved by an express vote of the people, either directly or through their elected state representatives or other action by state government which is otherwise legal and constitutional.

In the latter event, the Park will expressly agree, and set forth in said separate document above-referenced, that it will not implement "Coin Drop Type" video terminals and/or slot machines, even if allowed by state law, without first consulting with and seeking input from the Lincoln Town Council.


7. The Park shall execute a separate agreement which shall be recorded in the Land Evidence Records of the Town of Lincoln which expressly forever waives its right to construct and/or operate any "free standing" restaurants on its property. "Free standing" restaurants shall be




defined as any restaurant, eating establishment, lounge or bar which is contained in a structure which is separate and apart from the primary use of the premises. Provided, however, that the Park may petition the Town for the right to construct and operate any free standing restaurant on its property, said free standing to be defined as set forth above in this paragraph.

WHEREFORE the parties hereto have hereunto set their hands and seals this 15th day of September, 2001.


WITNESS:


As to all
MARK G. KEELER

TOWN OF LINCOLN
BY:


JONATHON OSTER
Town Administrator

BURRILLVILLE RACING
ASSOCIATION, INC.
BY:


DANIEL BUCCI
CEO Lincoln Park
VP Wembley USA